

Jule Bryson
Cumberland County Clerk

2 North Main Street, Suite 206 • Crossville, TN 38555 • (931) 484-6442 • Fax (931) 484-6440

November 5, 2021

TO: Cumberland County Commission, County Mayor, and News Media

FROM: Jule Bryson, Cumberland County Clerk

SUBJECT: Monday, November 15, 2021
Monthly Cumberland County Commission Meeting

Take notice, pursuant to TCA 8-44-103, the Cumberland County Commission, the governing body of said county, will convene and meet in regular session on Monday, November 15, 2021 at 6:00 o'clock P.M. in the large meeting room on the third floor of the Cumberland County Courthouse, where and at which time and place the said Cumberland County Commissioners will transact such public business as may lawfully come before it.

Also note there will be a work session concerning the new motorsports park in Westel. Representative from the Plateau Partnership Park and the developers will be at the meeting at 5:00 o'clock P.M. before the monthly Cumberland County Commission Meeting on Monday, November 15, 2021.

Attached is a copy of the agenda as of this date. I am looking forward to seeing you there.

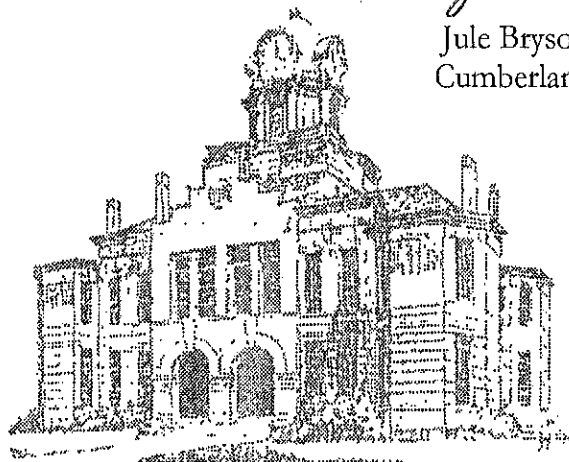
Sincerely,



Jule Bryson
Cumberland County Clerk

JB/ct

Enclosures



CUMBERLAND COUNTY COMMISSION MONTHLY MEETING AGENDA

MONDAY, NOVEMBER 15, 2021

6:00 O'CLOCK P.M.

1. Call to order: Chairperson or Cumberland County Sheriff
2. Invocation
3. Pledge to the Flag of the United States of America
4. Roll Call: Cumberland County Clerk Jule Bryson
5. Approval of November 15, 2021 Cumberland County Commission Meeting Agenda
6. Minutes of October 18, 2021 Monthly Cumberland County Commission Meeting
7. Special recognitions, memorials, etc.
8. Comments by the General Public
9. Unfinished Business
10. New Business:

**RESOLUTION 11-2021-1 – TO APPROVE LEASE AGREEMENT BEWEEN THE MILITARY
MEMORIAL MUSEUM OF UPPER CUMBERLAND, INC. AND CUMBERLAND
COUNTY (THREET) - BUILDING**

**RESOLUTION 11-2021-2 – TO APPROVE LEASE AGREEMENT BEWEEN THE MILITARY
MEMORIAL MUSEUM OF UPPER CUMBERLAND, INC. AND CUMBERLAND
COUNTY (THREET) – OFFICE SPACE**

**RESOLUTION 11-2021-3 –TO APPOINT MEMBERS TO THE WILDLIFE AND
FISHERIES' COMMITTEE (FOSTER)**

**RESOLUTION 11-2021-4 – AGREEMENT BETWEEN CUMBERLAND COUNTY AND
THE RENEGADE MOUNTAIN COMMUNITY CLUB CONCERNING
DELINQUENT TAX LOTS (FOSTER)**

**RESOLUTION 11-2021-5 – TO PURCHASE NEW PROPERTY TO RELOCATE WOODY
CONVENIENCE CENTER (SEIBER)**

**RESOLUTION 11-2021-6 – BUDGET AMENDMENT, GENERAL PURPOSE SCHOOL
FUND, SPDG RE-ENGAGEMENT GRANT \$9,999.00 (KYLE DAVIS)**

**RESOLUTION 11-2021-7 – BUDGET AMENDMENT, GENERAL PURPOSE SCHOOL
FUND, LITERACY TRAINING STIPEND GRANT \$51,000.00 (KYLE DAVIS)**

CUMBERLAND COUNTY COMMISSION MONTHLY MEETING AGENDA

RESOLUTION 11-2021-8 – BUDGET AMENDMENT, GENERAL PURPOSE SCHOOL FUND, STATE HYBRID-STABILIZATION RETIREMENT RESOLUTION \$109,496.82 (KYLE DAVIS)

RESOLUTION 11-2021-9 – BUDGET AMENDMENT, GENERAL PURPOSE SCHOOL FUND, SAFE SCHOOLS GRANT \$133,651.00 (KYLE DAVIS)

RESOLUTION 11-2021-10 – BUDGET AMENDMENT, 142 SCHOOL FEDERAL PROGRAMS \$14,416,392.99 (GIBSON)

RESOLUTION 11-2021-11 – BUDGET AMENDMENT, GENERAL FUND, SHERIFF \$10,000.00 (KYLE DAVIS)

RESOLUTION 11-2021-12 – BUDGET AMENDMENT, GENERAL FUND, AMERICAN RESCUE PLAN ACT, ART CIRCLE PUBLIC LIBRARY \$25,661.00 (KYLE DAVIS)

RESOLUTION 11-2021-13 – BUDGET AMENDMENT, GENERAL FUND, JAIL \$34,400.00 (KYLE DAVIS)

RESOLUTION 11-2021-14 – BUDGET AMENDMENT, GENERAL FUND, COUNTY COMMISSION \$35,000.00 (LOWE)

RESOLUTION 11-2021-15 – TO ADOPT A REDISTRICTING PLAN FOR CUMBERLAND COUNTY (NORRIS)

11. County Official Reports
12. County Attorney Report
13. Standing Committee Reports
14. Statutory Committee Reports
15. Election of Notaries, Appointments, and Confirmations
16. Announcements and Statements
17. Adjournment

CUMBERLAND COUNTY BOARD OF COMMISSIONERS MEETING

October 18, 2021 Monthly Meeting Minutes

Be it remembered that the Cumberland County Commission met in monthly session on Monday, October 18, 2021 at the courthouse in Crossville, Tennessee. Sheriff Casey Cox called the meeting to order at 6:00 o'clock P.M. Present and presiding was Mayor Allen Foster who invited Willard Dale from Cumberland View Baptist to deliver the invocation. The Young Marines led the Pledge of Allegiance to the Flag of the United States of America. Also present at this meeting were County Clerk Jule Bryson, Finance Director Nathan Brock, County Attorney Philip Burnett, BOE Chief Financial Officer Kacee Harris, Assessor of Property Sandy Gilbert and the following County Commissioners:

Chad Norris	Sue Ann York
Kyle Davis	Nancy Hyder
Rebecca Stone	Darrell Threet
David Gibson	Charles Seiber
Jack Davis	Terry Lowe
Wendell Wilson	Joseph Sherrill
Mark Baldwin	Jerry Cooper
Jim Blalock (ABSENT)	Deborah Holbrook
Colleen Mall	John Patterson

A quorum being present, the Cumberland County Commission Meeting was opened in due form of law and the following proceedings were had to wit:

1. APPROVAL OF THE AMENDED OCTOBER 18, 2021 COMMISSION MEETING AGENDA:

On motion of Commissioner Hyder to accept the amended agenda with the addition of resolution 10-2021-8, second by Commissioner York moved the amended agenda of the October 18, 2021 Commission meeting be approved. The motion to approve the amended agenda carried by unanimous roll call vote from the Commissioners present.

2. MINUTES OF SEPTEMBER 20, 2021 REGULAR SESSION CUMBERLAND COUNTY COMMISSION MEETING:

On motion of Commissioner Sherrill, second by Commissioner Stone, moved to approve September 20, 2021 Commission Meeting Minutes as presented at the October 18, 2021 meeting made a matter of record and filed as presented. The motion to approve the minutes carried by voice vote from the Commissioners present.

COMMENTS: Commissioner Stone thanked Mayor Foster for his dedication in getting the broadband grant. This is a huge win for Cumberland County residents per reports from the Crossville Chronicle that 25-30 % of our county should benefit from these grants. Mayor Foster stated there are more to come and we will continue to work toward improvements in broadband for Cumberland County residents.

3. RESOLUTION 10-2021-1 - AGREEMENT BETWEEN CUMBERLAND COUNTY AND THE BRECKENRIDGE LAKE COMMUNITY ASSOCIATION, INC. CONCERNING DELINQUENT TAX LOTS:

On motion of Commissioner Hyder, second by Commissioner Gibson moved to adopt resolution 10-2021-1.

The motion to adopt resolution 10-2021-1, approving the agreement whereby Cumberland County will not be liable for assessments payable on parcels currently owned by or subsequently purchased, in exchange for, among other things, Cumberland County having no user rights or privileges to the Breckenridge Lake Community Association Inc., carried by a unanimous roll call vote from the Commissioners present.

CUMBERLAND COUNTY BOARD OF COMMISSIONERS MEETING

October 18, 2021 Monthly Meeting Minutes

4. RESOLUTION 10-2021-2 – BUDGET AMENDMENT, BUILDING AND CONTENTS INSURANCE:

On motion of Commissioner Kyle Davis, second by Commissioner Norris moved to adopt resolution 10-2021-2.

Discussion: Commissioner Stone asked was this an issue moving this from personnel to operating cost. Finance Director Nathan Brock stated this amendment did not involve salaries or benefits.

The motion to adopt resolution 10-2021-2, approving budget amendment for Cumberland County Board of Education Building and Contents Insurance in the amount of \$27,076.00, carried by a unanimous roll call vote from the Commissioners present.

5. RESOLUTION 10-2021-3 – BUDGET AMENDMENT, GENERAL FUND, LIBRARY:

On motion of Commissioner Holbrook, second by Commissioner Hyder moved to adopt resolution 10-2021-3.

The motion to adopt resolution 10-2021-3, approving budget amendment of donations from private citizens and civic organizations for the use and benefit of the Art Circle Public Library in the amount of \$2,192.00, carried by a unanimous roll call vote from the Commissioners present.

6. RESOLUTION 10-2021-4 – BUDGET AMENDMENT, GENERAL FUND, PROPERTY ASSESSOR:

On motion of Commissioner Gibson, second by Commissioner Mall moved to adopt resolution 10-2021-4.

The motion to adopt resolution 10-2021-4, approving budget amendment requesting temporary part time position to assist in the reappraisal process and increased demand for customer service in the amount of \$11,239.00, carried by a unanimous roll call vote from the Commissioners present.

7. RESOLUTION 10-2021-5 – BUDGET AMENDMENT, GENERAL FUND/SANITATION FUND:

On motion of Commissioner Mall, second by Commissioner Stone moved to adopt resolution 10-2021-5.

The motion to adopt resolution 10-2021-5, approving budget amendment for Fiscal Year 2021-2022 General Fund and Sanitation Fund items not transferred to the final budget approved by the full County Commission in the amount of \$30,229.00, carried by a unanimous roll call vote from the Commissioners present.

8. RESOLUTION 10-2021-6 - BUDGET AMENDMENT, GENERAL FUND, SHERIFF-JAIL:

On motion of Commissioner Cooper, second by Commissioner Patterson moved to adopt resolution 10-2021-6.

The motion to adopt resolution 10-2021-6, approving budget amendment to expend a portion of the contract proceeds to purchase two (2) state contract vehicles for prisoner and other transports in the amount of \$61,777.00, carried by a unanimous roll call vote from the Commissioners present.

CUMBERLAND COUNTY BOARD OF COMMISSIONERS MEETING

October 18, 2021 Monthly Meeting Minutes

9. RESOLUTION 10-2021-7 – BUDGET AMENDMENT, GENERAL FUND, EMERGENCY MEDICAL SERVICES:

On motion of Commissioner Patterson, second by Commissioner Mall moved to adopt the resolution 10-2021-7.

The motion to adopt resolution 10-2021-7, approving budget amendment accepting FEMA Homeland Security grant for power load systems from Emergency Medical Services to improve patient care and minimize employee injuries related to providing medical services in the amount of \$272,365.00, carried by a unanimous roll call from the Commissioners present.

10. RESOLUTION 10-2021-8 – BUDGET AMENDMENT, GENERAL FUND, COUNTY COMMISSION:

On motion of Commissioner Hyder, second by Commissioner York moved to adopt the resolution 10-2021-8.

Discussion: Adam Sebia Facility Maintenance Supervisor stated the pictures were attached to the resolution for the Commissioners to review. The pictures show the changes and description of each option presented. Commissioner Mall asked if the doors would be handicap accessible. Mr. Sebia stated these improvements will be needed to accommodate the election commission location and help to make the entrance ADA compliant. Commissioner Patterson suggested there be a treatment included to prevent grass growing around the asphalt. Commissioner Stone asked what the time line was for the project. Mr. Sebia stated that the bids could possibly be back within a couple of weeks to help expedite this project. Commissioner Hyder expressed the urgency to get this project completed before the asphalt plants close from mid-December through early spring. She also stated this is somewhat of an emergency to complete with early voting starting in April 2022. Mayor Foster stated that the paving at the Obed River Park would make the county eligible to apply for the Tennessee Department of Environment and Conservation grants by making this trailhead ADA accessible.

The motion to adopt resolution 10-2021-8, approving budget amendment for County's Northside property improvements for the election Commission, other general improvements and renovations as well as County's Obed River trailhead property improvements for ADA accessibility in the amount of \$82,500.00, carried by voice vote from the Commissioners present.

COUNTY OFFICIAL REPORT; FINANCE DIRECTOR NATHAN BROCK:

Commissioners received the monthly financial report from Finance Director Brock detailing the August 2021 revenue collections for the County in ambulance service, sales tax, property tax, hotel/motel tax, and prisoner boarding.

COUNTY ATTORNEY REPORT; PHILIP BURNETT:

County Attorney Burnett reported there is a lawsuit filed in August against the Sheriff's Department alleging they held a vehicle improperly, violating constitutional rights. There is not much concern regarding this lawsuit. Mr. Burnett stressed that he does not have any ongoing concerns with the Sheriff's Department regardless of the suits. He is in constant communication with the Sheriff and he will continue to present these cases to the commission.

CUMBERLAND COUNTY BOARD OF COMMISSIONERS MEETING

October 18, 2021 Monthly Meeting Minutes

15. ELECTION OF NOTARIES:

On motion of Commissioner Gibson, second by Commissioner Hyder moved be Joyce D. Brewer, Lisa L. Cox, Reneisha L. Crain, Malena M. Fisher, Connie Kraft, Alyssa Pederson, Lisa Roger, Tiffany S. Lyon and Lori Young as Notary Publics for the State of Tennessee.

The motion to approve the notaries carried by voice vote from the Commissioners present.

ANNOUNCEMENTS:

The Cumberland County Parks and Recreation Public Hearing will be held on Thursday, November 18, 2021 at 4:00 o'clock PM in room 310 of the courthouse.

School and Education Committee will meet on Monday, November 8, 2021 at 4:30 o'clock PM at the Cumberland County Board of Education.

Redistricting Committee will meet on Monday, October 25, 2021 at 1:00 o'clock PM at the Election Commission.

The Big Foot Festival was held Saturday, October 16, 2021 with approximately 8,000 to 10,000 people in attendance. This will be an annual event.

16. ADJOURNMENT:

On motion of Commissioner Kyle Davis, second by Commissioner Gibson, moved the October 18, 2021 Commission Meeting to be adjourned at 6:31 o'clock P.M.

The motion to adjourn the meeting carried by voice vote from the Commissioners present.

MINUTES APPROVED FOR ENTRY THIS _____ DAY OF NOVEMBER 2021.

Allen Foster, County Mayor
Chairman, Cumberland County Commission

Jule Bryson, Cumberland County Clerk

**RESOLUTION TO APPROVE LEASE AGREEMENT BETWEEN THE
MILITARY MEMORIAL MUSEUM OF UPPER CUMBERLAND, INC. AND
CUMBERLAND COUNTY**

WHEREAS, Cumberland County owns the property known as the "Old Cumberland County Courthouse" which is located on Main Street and adjacent to the Cumberland County Courthouse Annex; and

WHEREAS, the Military Memorial Museum of Upper Cumberland, Inc. will be leasing the building in its entirety for their Military Memorial Museum; and

WHEREAS, the Building and Grounds Committee approved unanimously at their meeting on October 25, 2021 to recommend to the full commission to lease the building to the Military Memorial Museum of Upper Cumberland, Inc.; and

WHEREAS, the term of the lease shall be for twenty (20) years. Following this twenty (20) year period, this agreement shall automatically renew for five (5) year periods. Either party may terminate the lease without cause with a minimum six (6) month notice.

NOW, THEREFORE, BE IT RESOLVED by the Cumberland County Board of Commissioners that the lease agreement between the Military Memorial Museum of Upper Cumberland, Inc. and Cumberland County be approved and the County Mayor have authorization to execute this agreement.

Adopted this 15th day of November, 2021.

SPONSOR:



COUNTY COMMISSIONER

APPROVED:

COUNTY MAYOR

ATTEST:

COUNTY CLERK

LEASE

THIS AGREEMENT made and entered into on this the ____ day of _____, 2021, by and between CUMBERLAND COUNTY, TENNESSEE, a political subdivision of the State of Tennessee, hereinafter referred to as LESSOR; and the MILITARY MEMORIAL MUSEUM OF UPPER CUMBERLAND, INC., hereinafter referred to as LESSEE.

WITNESSETH: That the Lessor hereby leases, rents, and demises to the Lessee the following described premises:

In the First Civil District of Cumberland County, Tennessee, bounded and described as follows:

Being that certain building located on Main Street adjacent and to the South of the Cumberland County Courthouse Annex in Crossville, TN and known as the "Old Cumberland County Courthouse."

The Lessor and Lessee covenant with one another to comply with and observe each and every one of the following conditions, covenants, and restrictions:

TERM:

1. The term of this lease shall be for twenty (20) years. This lease shall commence on the ____ day of _____, 2021, and end of the ____ day of _____, 20____. Following this twenty (20) year period, this agreement shall automatically renew for 5 (five) year periods unless a party hereto notifies another party in writing no more than twelve (12) months and not less than six (6) months prior to an expiration date of its desire to terminate this agreement at the initial date twenty (20) years of expiration. In addition, either party may terminate this agreement for any or no cause so long as said party gives six (6) months notice of said termination.

RENTAL:

2. The rental price of said property is to be One Dollar (\$1.00) per year. The first annual payment is due on the ____ day of _____, 2021, and on the same day of each succeeding year during the term of this lease. All installments of rental shall be paid in advance on the day of the year set out above.

CONDITIONS OF PREMISES AT EXPIRATION OF LEASE TERM:

3. Lessee shall maintain the subject property in as good condition as presently exists for the term of this lease. Lessee shall be responsible for all cleaning occasioned to the realty during the term of this lease.

GRACE PROVISION:

4. If the Lessee neglects to make any payments of rent when due, or shall breach any of the terms of this agreement, the Lessor may, after Ten (10) days written notice to Lessee of the claimed breach, (unless the breach is cured by Lessee, within the period of the 10 days' notice), at their option declare the lease forfeited and expel said Lessee therefrom without prejudice to other remedies; however, notice to quit possession and every other formality is hereby expressly waived in case of such default.

UTILITIES:

5. Lessor agrees to pay for water, electrical, and gas utilities.

LIABILITY:

6. A) Liability to Lessee and Third Parties – Lessee covenants that the Lessor shall not be liable for any damage to or injury of the Lessee or other tenants, the Lessee's agents or employees, or to any person entering the premises or building of which the demised premises are a part, or to the goods or chattels therein, and further, to indemnify and save the Lessor harmless from all claims of every kind and nature growing out of said matters.
B) Liability Insurance – The Lessee, pursuant to the conditions above, shall purchase insurance with minimum limits of one million (\$1,000,000.00) dollars per occurrence and two million (\$2,000,000.00) dollars aggregate to cover not only the Lessee, but also the Lessor for all perils, including but not limited to personal injury, property damage, personal property loss or damage, fire, theft, and any and all perils; with the Lessor being covered either by endorsement or as a loss payee on the policy, as the case may be.

HOLDING OVER:

7. Lessor agrees that any holding over by Lessee after the expiration of this any subsequent lease acquired as a result the options to renew above granted, if any, shall not constitute an automatic renewal of this or any subsequent lease. However, Lessee will be responsible for the payment of rent during the period of any such holding over. Without a renewal of the lease, the lease shall become a month-to-month lease with either party eligible to terminate the lease with a 30-day notice to the other party.

MAINTENANCE; CONDITION OF REALTY:

8. A) Condition of Realty – Lessee has inspected the demised premises and hereby agrees to maintain said building, and to keep all equipment as well as the building in good working condition, normal wear and tear excepted. Lessee accepts said premises in their present condition "AS IS" and agree to keep the premises in a good and clean condition. Lessee promises to obey all laws, ordinances, and lawful regulations affecting said premises.

B) Maintenance – Lessor, as a condition of this lease, hereby covenants that it will pay for all repairs to the premises that do not exceed \$250.00. In the event maintenance work is required at a cost exceeding \$250.00, said work is needed to stop the continuation of destruction of the premises and the Lessee is unable to pay for said maintenance needed, the Lessor may terminate this lease without being in breach and repair said premises at its discretion.

C) Adherence to Museum Codes – Lessee will become accredited with and will adhere to the Standard of Museum practices as outlined by the Tennessee Association of Museums.

D) Yearly Audit – Lessee will provide to the Lessor a yearly Audit of financial operations.

E) Contact – Lessor requires that the County Mayor or its designee be the contact for all operations undertaken by the Lessee within the confines of the demised premises and will report quarterly to the County Mayor.

DESTRUCTION OF LEASED PREMISES:

9. Should the premises described by this lease be destroyed for any reason, then and in that event the Lessor shall in its own discretion decide whether to re-build the building using the insurance proceeds or to accept the proceeds as full and final settlement of this Lease. Regardless, the destruction of the property to the extent that it is predominantly unusable, will terminate this lease at the Lessor's discretion.

NOTICES:

10. All notices required to be given pursuant to this contract shall be mailed return receipt guaranteed to the address set out below:

A) LESSOR:

Cumberland County, Tennessee
C/O County Mayor Allen Foster
2 North Main Street
Crossville, TN 38555

B) LESSEE:

Military Memorial Museum
of Upper Cumberland, Inc.
20 South Main Street
Crossville, TN 38555

SPECIAL CONDITIONS:

11. A) SPECIFIC USE BY LESSEE – Lessee will operate and manage a Military Museum on the main floor. Private office and/or light storage space are to be located on the second floor. Both parties to this lease agree that the Lessor shall pay utilities and minor repairs. However, both parties agree that at any time the County may review the payment of the utilities and require the Lessee pay those utilities without being in breach of this agreement. Lessor conditions this lease upon the fact that the Lessee will use the demised premises only as above set out. Should Lessee cease to exist or cease to use the

demised premises as they are presently being used, this lease shall immediately become void of no further force and effect, and Lessor shall be entitled to immediate possession.

B) FEES AND CHARGES DUE TO LESSEE'S USE OF DEMISED REALTY -

All fees and charges due and owing any agency, firm, city, county, state or federal government, on account of any required inspection to operate said Society or Museum shall be paid by the Lessee.

NON-ASSIGNABILITY:

12. Lessee cannot assign or sublease this lease without the express written consent of the Lessor.

COVENANTS:

13. Lessor covenants with Lessee herein named, that it is lawfully seized and possessed of said real estate; has a good and lawful right to convey same; that said demised realty is free and unencumbered, except as above set out and that Lessors will forever warrant and defend the title to the demised realty to the Lessee herein named, its assigns and successors, against the lawful claims of any and all persons whomsoever, and Lessor bind its assigns and successors by the above covenants.

PREPARER NOT WARRANTING TITLE:

14. Preparer of this instrument make no representation as to the validity of the title contained herein. This instrument was prepared from information furnished by the parties herein for which the preparer assumes no responsibility.

IN TESTIMONY WHEREOF, said parties have executed this contract in duplicate, one of which is retained by the Lessor and the other by the Lessee, on the day and date first above written.

LESSOR:
CUMBERLAND COUNTY, TENNESSEE
A political subdivision of the State of
Tennessee

LESSEE:
MILITARY MEMORIAL MUSEUM
OF UPPER CUMBERLAND, INC.

BY: _____
Allen Foster
Cumberland County Mayor

BY: _____

President

STATE OF TENNESSEE)
COUNTY OF CUMBERLAND)

Before me, the undersigned authority, a Notary Public, in and for said State and County, personally appeared Allen Foster, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the County

Mayor of Cumberland County, Tennessee, the within named bargainer, a political subdivision, and that he as such County Mayor, being authorized so to do, executed the foregoing instrument for the purposed therein contained by signing the name of the political subdivision by himself as such County Mayor.

Witness my hand and official seal of office on this ____ day of _____, 2021.

Notary Public

My commission expires: _____

STATE OF TENNESSEE)
COUNTY OF CUMBERLAND)

Before me, the undersigned authority, a Notary Public, in and for said State and County, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself/herself to be President of the Military Memorial Museum of Upper Cumberland, Inc., the within named bargainer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the same of the corporation by himself/herself as President _____.

Witness my hand and official seal of office on this ____ day of _____, 2021.

Notary Public

My commission expires: _____

This document prepared by:
Philip D. Burnett
Cumberland County Attorney
300 Thurman Ave.
Crossville, TN 38555

**RESOLUTION TO APPROVE LEASE AGREEMENT BETWEEN THE
MILITARY MEMORIAL MUSEUM OF UPPER CUMBERLAND, INC. AND
CUMBERLAND COUNTY**

WHEREAS, the Military Memorial Museum of Upper Cumberland, Inc. is in need of office space; and

WHEREAS, Cumberland County has office space available located adjacent to the Veteran Services office. This space is in the Southwestern corner of the first floor of the Cumberland County Courthouse; and

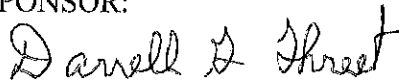
WHEREAS, the Building and Grounds Committee approved unanimously at their meeting on October 25, 2021 to recommend to the full commission to lease said space to the Military Memorial Museum of Upper Cumberland, Inc.; and

WHEREAS, the term of the lease shall be for two (2) years. Following this two (2) year period, this agreement shall automatically renew for another one (1) year period. Either party may terminate the lease without cause with a minimum six (6) month notice.

NOW, THEREFORE, BE IT RESOLVED by the Cumberland County Board of Commissioners that the lease agreement between the Military Memorial Museum of Upper Cumberland, Inc. and Cumberland County be approved and the County Mayor have authorization to execute this agreement.

Adopted this 15th day of November, 2021.

SPONSOR:



COUNTY COMMISSIONER

APPROVED:

COUNTY MAYOR

ATTEST:

COUNTY CLERK

LEASE

THIS AGREEMENT made and entered into on this the ____ day of _____, 2021, by and between CUMBERLAND COUNTY, TENNESSEE, a political subdivision of the State of Tennessee, hereinafter referred to as LESSOR; and the MILITARY MEMORIAL MUSEUM OF UPPER CUMBERLAND, INC., hereinafter referred to as LESSEE.

WITNESSETH: That the Lessor hereby leases, rents, and demises to the Lessee the following described premises:

In the First Civil District of Cumberland County, Tennessee, bounded and described as follows:

Being office space located next to and West of the Veteran Service Officer's office. This space is in the Southwestern corner of the basement floor of the Cumberland County Courthouse.

The Lessor and Lessee covenant with one another to comply with and observe each and every one of the following conditions, covenants, and restrictions:

TERM:

1. The term of this lease shall be for two (2) years. This lease shall commence on the ____ day of _____, 2021, and end on the ____ day of _____, 2023. Following this two (2) year period, this agreement shall automatically renew for another one (1) year period unless a party hereto notifies another party in writing no more than six (6) months and not less than two (2) months prior to an expiration date of its desire to terminate this agreement. Either party may terminate this lease without cause with a minimum six (6) month notice.

RENTAL:

2. The rental price of said property is to be One Dollar (\$1.00) per year. The first annual payment is due on the ____ day of _____, 2021, and on the same day of each succeeding year during the term of this lease. All installments of rental shall be paid in advance on the day of the year set out above.

CONDITIONS OF PREMISES AT EXPIRATION OF LEASE TERM:

3. Lessee shall maintain the subject property in as good condition as presently exists for the term of this lease. Lessee shall be responsible for all cleaning occasioned to the realty during the term of this lease.

GRACE PROVISION:

4. If the Lessee neglects to make any payments of rent when due, or shall breach any of the terms of this agreement, the Lessor may, after Ten (10) days written notice to Lessee of

the claimed breach, (unless the breach is cured by Lessee, within the period of the 10 days' notice), at their option declare the lease forfeited and expel said Lessee therefrom without prejudice to other remedies; however, notice to quit possession and every other formality is hereby expressly waived in case of such default.

UTILITIES:

5. Lessor agrees to pay for water, electrical, and gas utilities.

LIABILITY:

6. A) Liability to Lessee and Third Parties – Lessee covenants that the Lessor shall not be liable for any damage to or injury of the Lessee or other tenants, the Lessee's agents or employees, or to any person entering the premises or building of which the demised premises are a part, or to the goods or chattels therein, and further, to indemnify and save the Lessor harmless from all claims of every kind and nature growing out of said matters.
B) Content Insurance – The Lessee, pursuant to the conditions above, shall purchase insurance adequate to cover not only the Lessor, but also the Lessee, for any and all losses or damages to the contents or personal property being placed, kept or stored on the premises by the Lessee or its agents.

HOLDING OVER:

7. Lessor agrees that any holding over by Lessee after the expiration of this any subsequent lease acquired as a result the options to renew above granted, if any, shall not constitute an automatic renewal of this or any subsequent lease. However, Lessee will be responsible for the payment of rent during the period of any such holding over. Without a renewal of the lease, the lease shall become a month-to-month lease with either party eligible to terminate the lease with a 30 day notice to the other party.

MAINTENANCE; CONDITION OF REALTY:

8. A) Condition of Realty – Lessee has inspected the demised premises and hereby agrees to maintain said building, and to keep all equipment as well as all buildings and structures in good working condition, normal wear and tear excepted. Lessee accepts said premises in their present condition "AS IS" and agree to keep the premises in a good and clean condition. Lessee promises to obey all laws, ordinances, and lawful regulations affecting said premises.
B) Maintenance – Lessor, as a condition of this lease, hereby covenants that it will pay for all repairs to the premises that do not exceed \$250.00. In the event maintenance work is required at a cost exceeding \$250.00, said work is needed to stop the continuation of destruction of the premises and the Lessee is unable to pay for said maintenance needed, the Lessor may terminate this lease without being in breach and repair said premises at its discretion.

- C) Adherence to Museum Codes – Lessee will become accredited with and will adhere to the Standard of Museum practices as outlined by the Tennessee Association of Museums.
- D) Yearly Audit – Lessee will provide to the Lessor a yearly Audit of financial operations.
- E) Contact – Lessor requires that the County Mayor or its designee be the contact for all operations undertaken by the Lessee within the confines of the demised premises and will report quarterly to the County Mayor.

DESTRUCTION OF LEASED PREMISES:

9. Should the premises described by this lease be destroyed for any reason, then and in that event the Lessor shall in its own discretion decide whether to re-build the building using the insurance proceeds or to accept the proceeds as full and final settlement of this Lease. Regardless, the destruction of the property to the extent that it is predominantly unusable will terminate this lease at the Lessor's discretion.

NOTICES:

10. All notices required to be given pursuant to this contract shall be mailed return receipt guaranteed to the address set out below:

A) LESSOR:
Cumberland County, Tennessee
C/O County Mayor Allen Foster
2 North Main Street
Crossville, TN 38555

B) LESSEE:
Military Memorial Museum
of Upper Cumberland, Inc.
20 South Main Street
Crossville, TN 38555

SPECIAL CONDITIONS:

11. A) SPECIFIC USE BY LESSEE – Lessee will use the space as a business office, reading room/library and for storage for the Museum located at 20 South Main Street, Crossville, Tennessee 38555. Both parties to this lease agree that the Lessor shall pay utilities, insurance, and minor repairs. Lessor conditions this lease upon the fact that the Lessee will use the demised premises only as above set out. Should Lessee cease to exist or cease to use the demised premises as they are presently being used, this lease shall immediately become void of no further force and effect, and Lessor shall be entitled to immediate possession.
- B) FEES AND CHARGES DUE TO LESSEE'S USE OF DEMISED REALTY – All fees and charges due and owing any agency, firm, city, county, state or federal government, on account of any required inspection to operate said Society shall be paid by the Lessee.

NON-ASSIGNABILITY:

12. Lessee cannot assign or sublease this lease without the express written consent of the Lessor.

COVENANTS:

13. Lessor covenants with Lessee herein named, that it is lawfully seized and possessed of said real estate; has a good and lawful right to convey same; that said demised realty is free and unencumbered, except as above set out and that Lessors will forever warrant and defend the title to the demised realty to the Lessee herein named, its assigns and successors, against the lawful claims of any and all persons whomsoever, and Lessor bind its assigns and successors by the above covenants.

PREPARER NOT WARRANTING TITLE:

14. Preparer of this instrument make no representation as to the validity of the title contained herein. This instrument was prepared from information furnished by the parties herein for which the preparer assumes no responsibility.

IN TESTIMONY WHEREOF, said parties have executed this contract in duplicate, one of which is retained by the Lessor and the other by the Lessee, on the day and date first above written.

LESSOR:
CUMBERLAND COUNTY, TENNESSEE
A political subdivision of the State of
Tennessee

LESSEE:
MILITARY MEMORIAL MUSEUM
OF UPPER CUMBERLAND, INC.

BY: _____
Allen Foster
Cumberland County Mayor

BY: _____

President

STATE OF TENNESSEE)
COUNTY OF CUMBERLAND)

Before me, the undersigned authority, a Notary Public, in and for said State and County, personally appeared Allen Foster, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the County Mayor of Cumberland County, Tennessee, the within named bargainor, a political subdivision, and that he as such County Mayor, being authorized so do to, executed the foregoing instrument for the purposed therein contained by signing the name of the political subdivision by himself as such County Mayor.

Witness my hand and official seal of office on this ____ day of _____, 2021.

Notary Public

My commission expires: _____

STATE OF TENNESSEE)
COUNTY OF CUMBERLAND)

Before me, the undersigned authority, a Notary Public, in and for said State and County, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself/herself to be President of the Military Memorial Museum of Upper Cumberland, Inc., the within named bargainor, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the same of the corporation by himself/herself as President _____.

Witness my hand and official seal of office on this ____ day of _____, 2021.

Notary Public

My commission expires: _____

This document prepared by:
BURNETT LAW
300 Thurman Ave.
Crossville, TN 38555

RESOLUTION NO. 11-2021-3

RESOLUTION TO APPOINT MEMBERS TO THE WILDLIFE AND FISHERIES' COMMITTEE

WHEREAS, the governing body of Cumberland County, Tennessee is aware of its need to work with other groups and agencies at the local, state and federal level to improve and maintain opportunities for its citizens to utilize public lands within its jurisdiction; and

WHEREAS, it is acknowledged by the legislative body of Cumberland County that it has a large constituency of hunters and fishers in said county who wish to have land and water use improved and the economic impact heightened for said county; and

WHEREAS, the Cumberland County Wildlife and Fisheries Committee will work with county residents, hunting and fishing clubs in Cumberland County and to make recommendations on such changes or to recommend new regulations to the county legislative body that it might pursue with the Tennessee Fish and Wildlife Commission along with the Tennessee Wildlife Resource Agency; and

WHEREAS, the Committee shall be composed of the County Mayor, two members of the county legislative body and four residents of the county. This shall be a committee of said county and have speaking rights for the county before the T.F.W.C. on issues and requests approved by the county legislative body; and

WHEREAS, this committee shall not overshadow or impugn the speech of any citizen being heard from the county nor shall it supersede the voice of any other group or organization speaking from said county before the T.F.W.C. or any other agency.

NOW, THEREFORE BE IT RESOLVED, by the Cumberland County Commission meeting in regular session this the 15th day of November, 2021 at the Cumberland County Courthouse in Crossville, Tennessee hereby re-appoint **Patrick Garrison** and appoint **Matthew Kirkland** to a four (4) year term to the Cumberland County Wildlife and Fisheries Committee.

Allen Foster, County Mayor	term expires August 31, 2022
David Gibson, County Commissioner	term expires August 31, 2022
Joe Sherrill, County Commissioner	term expires August 31, 2022
Patrick Garrison, General Public Member	term expires November 30, 2025
Matthew Kirkland, General Public Member	term expires November 30, 2025
Wayne Shadden, General Public Member	term expires November 30, 2023
Charles Daugherty, General Public Member	term expires November 30, 2023

On this 15th of November, 2021.

SPONSOR:

Allen Foster by: Belmont Davis
COUNTY MAYOR

APPROVED:

COUNTY MAYOR

ATTEST:

COUNTY CLERK

**AGREEMENT BETWEEN CUMBERLAND COUNTY AND THE
RENEGADE MOUNTAIN COMMUNITY CLUB CONCERNING
DELINQUENT TAX LOTS**

WHEREAS, Cumberland County, a political subdivision of the State of Tennessee, assesses an ad valorem tax on real property in conformance with T.C.A. § 67-5-101 et seq.; and,

WHEREAS, as part of Cumberland County collecting said tax, pursuant to T.C.A. § 67-5-2401 and 2501 et seq., said County exercises its statutory right to foreclose and cause to be sold certain parcels of real estate on which the taxes are delinquent; and,

WHEREAS, the Renegade Mountain Community Club (hereinafter RMCC) is a non-profit corporation responsible for, among other things, collecting assessments pursuant to restrictive covenants governing certain parcels of property located in the Renegade Mountain Community; and,

WHEREAS, from time to time, Cumberland County has foreclosed on and forced the sale of parcels that may have been subject to the RMCC assessments and may continue to do so in the future; and,

WHEREAS, from time to time, Cumberland County, as required by statute, has offered the first bid on the sale of said parcels and thereby has purchased and may continue to purchase, by credit bids, parcels that may be subject to the RMCC assessments; and,

WHEREAS, pursuant to a current practice by the RMCC, Cumberland County has not paid assessments to RMCC for any parcels it has purchased in delinquent tax sales; and,

WHEREAS, Cumberland County and RMCC now desire to enter into a formal agreement whereby Cumberland County will not be liable for assessments

payable on parcels currently owned by or subsequently purchased, in exchange for, among other things, RMCC being able to acquire any desired parcels from Cumberland County at no cost, except for the costs and fees incurred by the County as itemized below.

NOW, THEREFORE, BASED UPON THIS PURPOSE, AND UNDER THE AUTHORITY OF THE LAWS CITED, THE AUTHORITY GRANTED BY THE BOARD OF DIRECTORS OF THE RENEGADE MOUNTAIN COMMUNITY CLUB, BY RESOLUTION OF THE CUMBERLAND COUNTY COMMISSION AND BY THE AUTHORITY HELD BY THE MAYOR OF CUMBERLAND COUNTY, THE PARTIES AGREE AS FOLLOWS:

- 1) Regarding parcels currently owned by Cumberland County, which parcels may be subject to assessments under any restrictive covenants, bylaws, restrictions or other documents or instruments on which RMCC relies in assessing said assessments (hereinafter "owned lots"), subject to the time restrictions and fees set out below, Cumberland County agrees to quitclaim any interest held by Cumberland County to RMCC at no cost, except for the expenses incurred by the County, as itemized below. RMCC is not required to accept all owned lots owned by Cumberland County but shall determine solely on its own judgment which owned lots it wishes to acquire. RMCC shall have 90 days from the date of execution of this agreement to give written notice to the Mayor of Cumberland County of which lots it desires. The County and RMCC shall thereafter have 60 days to complete the transfer of ownership of said lots chosen. RMCC shall pay the fees, addressed in paragraph 2 below at the time of closing and the recording of the quitclaim deed.
- 2) On all owned lots to be quitclaimed from Cumberland County to RMCC, RMCC shall be responsible for reimbursing the County, at closing, for all costs actually incurred and paid by the County and associated with the tax sale and transfer of said specific lots, including but not limited to the county back tax attorney's fees due for the litigation process and sale, deed preparation and recording fees, and RMCC shall further be

responsible for the cost of any title exam or legal fees that it incurs with regard to the acquisition of said lots. Both parties understand that these costs are not set by the County and may increase or decrease. In addition, both parties understand and agree that additional costs or procedures may be added as part of the procedure of foreclosing and/or acquiring these lots by an entity beyond the County's control.

- 3) On any parcels acquired in the future by Cumberland County that may be subject to any assessments under any restrictive covenants, bylaws, restrictions or other documents or instruments to which RMCC relies on in assessing said assessments (hereinafter "future lots"), Cumberland County, subject to the time restrictions and fees set out above, agrees to quitclaim any interest held by Cumberland County to RMCC at no cost, except for the reimbursements itemized above, for any lots the RMCC wishes to acquire. RMCC is not required to accept any future lots acquired by Cumberland County but shall determine solely on its own judgment which future lots it wishes to acquire. Cumberland County shall notify RMCC in writing of the transfer of Renegade Mountain lots from the Clerk and Master to Cumberland County, and RMCC shall have 90 days from the date of said notice to give written notice to the Mayor of Cumberland County of which lots it desires. Cumberland County and RMCC shall thereafter have 60 days to complete the transfer of ownership of said lots chosen. RMCC shall pay the fees, addressed in paragraph 4 below, at the time of closing and the recording of the quitclaim deed.
- 4) On all future lots to be quitclaimed from Cumberland County to RMCC, RMCC shall be responsible for reimbursing the County, at closing, for all costs actually incurred and paid by the County and associated with the tax sale and transfer of said specific lots, including but not limited to the county back tax attorney's fees due for the litigation process and sale, deed preparation and recording fees, and RMCC shall further be responsible for the cost of any title exam or legal fees that it incurs with regard to the acquisition of said lots. RMCC may, even if not within the

period of ninety (90) days following the transfer of one or more Renegade Mountain lots from the Clerk and Master to Cumberland County, acquire one or more such lots from Cumberland County in the same manner as any other third party, except that RMCC shall only be required to pay the County the reimbursements itemized above as would be paid for owned lots and future lots under this Agreement, and nothing more or otherwise. Both parties understand that these costs are not set by the County and may increase or decrease. In addition, both parties understand and agree that additional costs or procedures may be added as part of the procedure of foreclosing and/or acquiring these lots by an entity beyond the County's control.

- 5) After RMCC determines which owned lots or future lots it desires to obtain, the Cumberland County Mayor is hereby authorized to deed those properties to RMCC at no cost, except for the reimbursements noted above, in accordance with T.C.A. §67-5-2507. By the Cumberland County Commission adopting this Agreement, it is hereby authorizing the Cumberland County Mayor to sell parcels without specific future resolutions to RMCC for an amount less than the total amount of taxes, penalties, costs and interest as allowed under T.C.A. §67-5-2507(b)(3) and is hereby determining that it would be impossible to sell said parcels for this amount without this agreement that no RMCC assessments will be charged. Both parties understand and agree that the publication requirement found at T.C.A. §67-5-2507(b)(5) is being usurped by the Commission authorizing this agreement and transferring lots under its power found in T.C.A. §67-5-2507(b)(3). The County Commission is hereby authorizing the Cumberland County Mayor to sell the owned lots or future lots at no cost to RMCC, except for the reimbursements noted above.
- 6) Any taxes unpaid and owing to Cumberland County on any owned lots or future lots to be conveyed to RMCC shall be deemed fully paid upon the transfer of the properties to RMCC. RMCC shall thereafter be

responsible to pay County Taxes on said lots acquired as any other real property owner in the County.

- 7) As to any owned lots or future lots which RMCC does not wish to acquire, RMCC hereby agrees that it will not impose, attempt to impose, or assess any assessments against or on Cumberland County for said lots while owned by or held in Cumberland County's delinquent tax property inventory waiting disposal pursuant to T.C.A. §67-5-2507. RMCC agrees that said assessments on said owned lots or future lots shall not accumulate or be due or payable to RMCC even in the event that Cumberland County sells or transfers said lots to a third party.
- 8) RMCC further agrees that purchasers may use the Renegade Mountain amenities within the one (1) year redemption period following purchase at a tax sale as if they were deeded owners. To use said amenities, said purchasers must present the RMCC with a receipt from the Clerk Master showing the purchase of said lot even though those owners will not have a deed until the one (1) year period of redemption expires. To use said amenities, these new purchasers shall be required to pay any applicable and appropriate assessments generally imposed by RMCC as if they were deeded owners. This paragraph survives and is enforceable beyond the expiration or termination of this Agreement. However, Renegade Mountain lots which remain in the inventory of Cumberland County shall not be used for membership privileges or otherwise with RMCC.
- 9) In furtherance of this agreement and considering the desire of all parties to obtain private tax and fee paying owners of the parcels in question, RMCC will not oppose efforts by Cumberland County to support state legislative action that when Cumberland County acquires parcels at a tax sale, any non-governmental entity holding a vested and duly recorded contractual right to the payment of fees or assessments secured by such property retains such right; provided, that the non-governmental entity may only enforce such contractual rights against Cumberland County through the exercise of its lien rights against the property (thereby

acquiring ownership of the property only by enforcement of said lien and will not be entitled to a money assessment or money damages against Cumberland County including no costs or fees). In the event said state legislation is adopted with the above or similar language, the parties agree that said legislation shall take precedent over this agreement after December 31, 2030. This Agreement shall continue in full force and effect until December 31, 2030. This Agreement shall automatically renew for successive periods of ten (10) years unless a party hereto notifies the other party in writing not more than twelve (12) months and not less than six (6) months prior to an expiration date of its desire to terminate this Agreement on its expiration date.

- 10) In the event this agreement terminates or otherwise ends, with regard to any lots subject to RMCC assessments or otherwise subject to this agreement, the parties agree that no assessments, dues, or charges shall be owed or accumulate against Cumberland County in the future on any lots that are owned by said County on the date this agreement ends, and said lots cannot be used for membership privileges or use of amenities while owned by the County.
- 11) This Agreement shall be effective according to the terms herein, upon signing by Thomas Bauer, the Chairman of the Renegade Mountain Community Club Board of Directors and upon signing by Allen Foster, Mayor of Cumberland County.
- 12) Thomas Bauer, the Chairman of the Renegade Mountain Community Club Board of Directors, hereinafter executes this Agreement with full authority as given to him by vote of the Board of Directors of the Renegade Mountain Community Club approving this Agreement. Cumberland County Mayor, Allen Foster, hereinafter executes this Agreement with full authority as the Chief Executive officer of the County and after approval of this Agreement by Resolution passed by the Cumberland County Commission.

SIGNED THIS 3RD DAY OF NOVEMBER, 2021.

FOR RENEGADE MOUNTAIN COMMUNITY CLUB:

Thomas Bauer
Board Chairman, Thomas Bauer

Attest:

Emmalee Cole

FOR CUMBERLAND COUNTY, TN:

Mayor Allen Foster

Attest:

THIS the 15th day of November, 2021

SPONSOR:

Allen Foster By. Bill Hargrett-Jones
County Mayor

APPROVE:

County Mayor

ATTEST:

County Clerk

**Renegade Mountain Community Club
November 3, 2021 Board of Directors Special Meeting
Meeting Minutes (Draft)**

Chairman Thomas Bauer called the meeting to order at 6:03 pm (CDT) at the RMCC Offices, 95 Hickory Trail, Crab Orchard, TN 37723.

The Secretary was not present and John Moore acted as Recorder.

Roll call of the Directors: Gary Haiser, John Peters and Thomas Bauer were all present.

Thomas Bauer, Director, announced a quorum was present to conduct business; see agenda at Enclosure 1.

Waiver of Notice: Enclosure 3

Administrative Notes: Thomas Bauer and Gary Haiser were physically present in person, while John Peters was conferenced in by telephone. All Directors could hear and speak to all other Directors at the same time, all of the time.

Old Business:

- Approval of Agreement Between the RMCC and Cumberland County Concerning Delinquent Tax Lots: This matter was originally addressed in the August 14, 2021 RMCC BOD Adjourned Meeting Minutes and updated in the October 8, 2021 RMCC BOD Quarterly Meeting Minutes. The President reported that the BOD previously directed the President to send this document for legal review. The review determined three areas of concern regarding the length of the Agreement and the ability of winning bidders of any tax properties to use and enjoy the amenities for the one year waiting period. The length of the Agreement could not be addressed and shall remain at 10 years and the other two issues regarding the waiting period were resolved with language acceptable to legal counsel.

Resolution 21-104 - Approval of Agreement Between the RMCC and Cumberland County Concerning Delinquent Tax Lots

- Read Resolution 21-104
- Discussion - None
- Vote – John Peters made a motion to accept Resolution 21-104 as written and to authorize the Chairman, Thomas Bauer to execute this Agreement on behalf of the RMCC, Gary Haiser seconded the Resolution, and Resolution 21-104 passed by unanimous 3-0 affirmative vote.

Further Minutes Redacted

John Moore
Recorder

Renegade Mountain Community Club
November 3, 2021 Board of Directors Special Meeting
Meeting Agenda (Enclosure 1)

Call for current duly elected Chairman of the Board to Chair the meeting.

Meeting called to order

Appointment of a Recorder

Roll call of the Directors

Announcement of a Quorum

Notice

Administrative notes to be entered into meeting minutes

Old Business:

- Approval of Agreement Between RMCC and Cumberland County Concerning Delinquent Tax Lots
- New Restrictive Covenants
- Bridge Progress
- Eagle's Nest Lots
- Letter to Cease Construction
- Nominating Committee Corrective Action

New Business: None, Special Meeting

Next Meeting is scheduled for November 20, 2021, immediately following the 2021 RMCC Annual Membership Meeting.

Adjournment

Renegade Mountain Community Club
Board of Directors
November 3, 2021 Special Meeting Resolutions (Enclosure 2)

Resolution 21-104 (Approval of Agreement Between the RMCC and Cumberland County Concerning Delinquent Tax Lots): Be it resolved that the referenced Agreement Between the RMCC and Cumberland County Concerning Delinquent Tax Lots was reviewed, considered, and as amended, was approved as written and attached as Enclosure 4 to these minutes. It is further resolved, that upon reciprocal execution by Cumberland County, the referenced agreement shall become effective immediately.

Further Resolutions Redacted

**RESOLUTION TO PURCHASE NEW PROPERTY TO RELOCATE
WOODY CONVENIENCE CENTER**

WHEREAS, meeting on October 25, 2021 the Cumberland County Building and Grounds committee moved to allow Mayor Foster to negotiate a sales price and contract for new property to relocate the Woody convenience center on behalf of the Cumberland County Commission; and

WHEREAS, the purpose of the new property purchase is to relocate the Woody convenience center from its current location; and

WHEREAS, the location of the new property is described as 'a portion of map 062 parcels 091.00 and 091.01. Being no less than a one (1) acre tract located at the southeastern portion of both parcels, the property is a portion of the property deeded to the Seller from Marion Diane Atkins on July 23, 2018, and recorded at Deed Book 1531 Page 115 in the Cumberland County Register's Office; and

WHEREAS, the purchase price negotiated between the County and the Seller is to be \$22,500 (Twenty-two thousand and five hundred dollars).

NOW, THEREFORE BE IT RESOLVED, by the Cumberland County Board of Commissioners meeting in its regular session on this 15th day of November, 2021, that Cumberland County Mayor, Allen Foster, be authorized to negotiate and execute documents for the purchase of new property for Woody convenience center relocation.

Adopted this 15th day of November, 2021.

SPONSOR:

Charles Peiler by: Jay Montagne
COUNTY COMMISSIONER

APPROVED:

COUNTY MAYOR

ATTEST:

COUNTY CLERK

RESOLUTION # 11-2021-6
Cumberland County, Tennessee
General Purpose School Fund

WHEREAS, the school district has been awarded the State Personnel Development Re-engagement Grant to improve academic outcomes for students with disabilities and enhance their post-secondary opportunities, as well as increase the alignment between early childhood programs and the K-12 system to help ensure that students enter kindergarten with the academic, social and emotional skills necessary for success from the University of Tennessee.

THEREFORE, be it resolved, by the Cumberland County Board of Education meeting on this ____ day of _____, 2021, and by the Cumberland County Commission meeting on this ____ day of _____, 2021, that the following budget amendment be adopted:

SPDG Re-engagement Grant

Increase Revenues:			
141.44170	Misc. Refunds		\$ 9,999.00
		Total Increase:	\$ 9,999.00

Increase Expenditures:			
141.71100.499	Regular Instruction – Other Supplies and Materials		\$ 9,999.00
		Total Increase:	\$ 9,999.00

SPONSORED BY:

Jack Kary
BOE Member

APPROVED BY:

Chris Lane
Chairman of the Board

ATTEST:

Dr. Linda F. Maxwell
Director of Schools

Ayes: 8 Nays: 0 Abstain: _____

Sponsor:

K-
County Commissioner

Approval:

County Mayor

Attest:

County Clerk

Budget Committee Vote:

Ayes: 8 Nays: 0 Abstain: 0

RESOLUTION # 11-2021-7
Cumberland County, Tennessee
General Purpose School Fund

WHEREAS, the school district has been awarded the state Literacy Training Stipend Grant to pay teachers completing the state literacy training a stipend.

THEREFORE, be it resolved, by the Cumberland County Board of Education meeting on this ____ day of _____, 2021, and by the Cumberland County Commission meeting on this ____ day of _____, 2021, that the following budget amendment be adopted:

Literacy Training Stipend Grant

Increase Revenues:

141.47309

Covid-19 Grant D

\$51,000.00

Total Increase:

\$51,000.00

Increase Expenditures:

141.71100.116

Regular Instruction

\$51,000.00

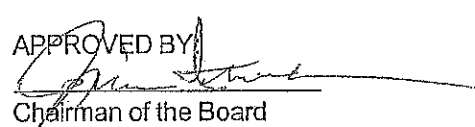
Total Increase:

\$51,000.00

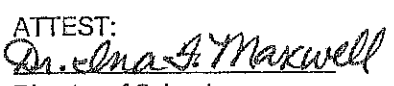
SPONSORED BY:


BOE Member

APPROVED BY:


Chairman of the Board

ATTEST:


Director of Schools

Ayes: 8 Nays: 0 Abstain: _____

Sponsor:


County Commissioner

Approval:

County Mayor

Attest:

County Clerk

Budget Committee Vote:

Ayes: 8 Nays: 0 Abstain: 0

RESOLUTION # 11-2021-8

Cumberland County, Tennessee

General Purpose School Fund

WHEREAS, certified Board of Education employees fall into one of two retirement categories, and the budget amount for those employees in the Hybrid-Stabilization category is difficult to calculate ahead of time.

WHEREAS, the full amount for both categories was budgeted into regular retirement with the intent to adjust after the first quarter.

THEREFORE, be it resolved, by the Cumberland County Board of Education meeting on this ____ day of _____, 2021, and by the Cumberland County Commission meeting on this ____ day of _____, 2021, that the following budget amendment be adopted:

State Hybrid-Stabilization Retirement Resolution

Decrease Expenditures:

141.71100.204	Regular Instruction – State Retirement	\$ 82,000.00
141.71200.204	SPED Instruction – State Retirement	\$ 11,606.00
141.71300.204	CTE Instruction – State Retirement	\$ 9,711.10
141.72130.204	Other Student Support – State Retirement	\$ 4,681.92
141.72230.204	CTE Program – State Retirement	\$ 918.80
141.72410.204	Office of the Principal – State Retirement	\$ 579.00
	Total Increase:	\$109,496.82

Increase Expenditures:

141.71100.217	Regular Instruction – State Hybrid Stabilization Ret.	\$ 82,000.00
141.71200.217	SPED Instruction – State Hybrid Stabilization Ret.	\$ 11,606.00
141.71300.217	CTE Instruction – State Hybrid Stabilization Ret.	\$ 9,711.10
141.72130.217	Other Student Support – State Hybrid Stabilization Ret.	\$ 4,681.92
141.72230.217	CTE Program – State Hybrid Stabilization Ret.	\$ 918.80
141.72410.217	Office of the Principal – State Hybrid Stabilization Ret.	\$ 579.00
	Total Increase:	\$109,496.82

SPONSORED BY:

[Signature]
BOE Member

APPROVED BY:

[Signature]
Chairman of the Board

ATTEST:

[Signature]
Director of Schools

Ayes: 8 Nays: 0 Abstain:

Sponsor:

[Signature]
County Commissioner

Approval:

County Mayor

Budget Committee Vote:

Attest:

County Clerk

Ayes: 8 Nays: 0 Abstain: 0

RESOLUTION # 11-2021-9
Cumberland County, Tennessee
General Purpose School Fund

WHEREAS, the school district has been awarded the state Safe Schools grant and the monies will be used to support a portion of the mental health counselors and physical security improvements.

THEREFORE, be it resolved, by the Cumberland County Board of Education meeting on this ____ day of _____, 2021, and by the Cumberland County Commission meeting on this ____ day of _____, 2021, that the following budget amendment be adopted:

Safe Schools Grant

Increase Revenues:

141.46981

State Funds – Safe Schools Grant

\$133,651.00

Total Increase:

\$133,651.00

Increase Expenditures:

141.72130.123

Other Student Support – Guidance Personnel

\$ 66,825.50

141.72620.701

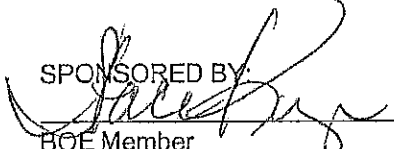
Maintenance of Plant – Administrative Equipment

\$ 66,825.50

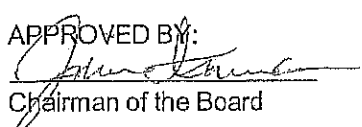
Total Increase:

\$133,651.00

SPONSORED BY:


BOE Member

APPROVED BY:


Chairman of the Board

ATTEST:


Director of Schools

Ayes: 8 Nays: 0 Abstain: _____

Sponsor:


County Commissioner

Approval:

County Mayor

Attest:

County Clerk

Budget Committee Vote:

Ayes: 8 Nays: 0 Abstain: 0

**142 School Federal Programs
Budget Summary for 21-22 as of 10-8-21
Changes highlighted from last approval**

Career and Technical Education (Perkins): \$1,112,393.56

-CTE Perkins Basic \$138,293.56

CTE equipment and materials, Naviance, student and staff club competition travel

-Innovative High School Grant \$974,100

Focuses on strong and strategic partnerships to ensure student success post high school, including a focus on aviation with classroom flight simulators and flight training

**Special Education (IDEA Preschool and Part B)(ARP IDEA Preschool and Part B)
\$2,802,693.58**

-IDEA Preschool 911 (3 and 4 year old preschool with special needs) \$93,593.57

Majority of Preschool Special Ed Teacher's salary and benefits, instructional supplies, materials, special education equipment, travel and staff development cost

-IDEA Part B 901 (PreK through age 22 with special needs) \$2,097,034.57

6.35 teachers and 32 teacher assistants, Behavior Specialist, Service Coordinator, Compliance Coordinator, and 3 bus attendants' salaries and benefits, equipment, supplies and materials, maintenance repair and services, travel, staff development and therapy services

-APR IDEA B 912 (3 and 4 year old preschool with special needs) \$27,042.69

Instructional supplies and materials, other supplies and materials, special education equipment

-APR IDEA B 902 (PreK through age 22 with special needs) \$405,614.75

Instructional supplies and materials, other supplies and materials, special education equipment, inservice-staff development cost, transportation equipment

-TEIS Baby Birds (18 months to 36 months) \$179,408.00

1.0 Teacher and 3.0 teacher assistants, salary and benefits, maintenance and repair services, instructional supplies and materials, other supplies and materials, special education equipment, travel, inservice/staff development

Federal Programs: \$10,501,305.85

-Consolidated Administration – cost to administer all Federal Programs, directors, bookkeepers, secretaries, supplies

-Title I – Improving Academic Achievements: Disadvantaged Students 9 elementary schools and Phoenix, extra teachers and assistants, instructional facilitators, professional development, tutoring, software, hardware, parental involvement programs, homeless student support, foster care transportation

-Title II – Preparing, Training and Recruiting High Quality Teachers and Principals: 3.5 instructional coaches, staff development, mentor teacher program

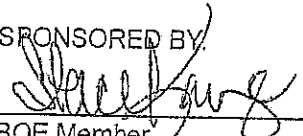
-Title III – Language Instruction: Limited English Proficient, Immigrant Students: instructional equipment, supplies and pd for ESL

-Title V – Rural and Low-Income School Program: ESL teaching assistants, in-county travel expenses, supplemental equipment for ESL classrooms

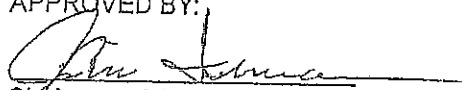
- Title IX – McKinney-Vento Homeless Education Assistance: Homeless liaison, transportation, enrichment field trips
- DPSI Grant- the last carryover from the District Priority School Improvement at Phoenix
- ARP 1.0 and 2.0 Homeless -support the identification, enrollment, participation, and success of children and youth experiencing homelessness and to provide them with wrap-around services in light of the COVID-19 pandemic
- 21st Century Community Learning Centers – extended learning at 9 elementary schools, science, technology, etc, physical activity, stipends and transportation
- Esser 1 - funds related to preventing, preparing for, and responding to COVID-19
- Esser 2 - funds related to preventing, preparing for, and responding to COVID-19
- Title IC – Funds support high quality education programs for migratory children
- TAG-Turn Around Action Grant- resources to invest in the implementation of evidence-based strategies/interventions focused on proven levers of change to facilitate rapid school turnaround

142 Federal Budget Approved as Presented 10-28-21

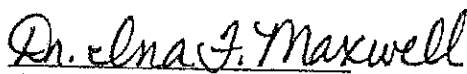
SPONSORED BY:


BOE Member

APPROVED BY:


Chairman of the Board

ATTEST:


Director of Schools

Sponsor:


County Commissioner

Approval:

County Mayor

Attest:

County Clerk

Budget Committee Vote:

Ayes: 8 Nays: 0 Abstain: 0

**Cumberland County Schools
Federal Programs 142 Budget
For Fiscal Year Ending June 30, 2022**

Account	Description	Budget 20-21	Projected Actual 20-21	Budget 21-22
141-47100	Federal Through State			
	CTE			1,112,393.56
	SPED			2,802,693.58
	Federal Programs			10,501,305.85
	TOTAL	- .00	- .00	14,416,392.99

10-8-21

CUMBERLAND COUNTY, TENNESSEE

General Fund

To the Cumberland County Commission meeting in regular session this 15th Day of November, 2021:

Whereas, a private citizen has made a donation to Cumberland County for the use and benefit of the Sheriff's Department, and

Whereas, the donations were earmarked for use at the Sheriff's discretion.

Therefore, be it resolved that the following budget amendment be adopted by the Cumberland County Commission.

Sheriff

Increase Revenue:

101-48610	Donations	\$10,000.00
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Increase Expenditures:

101-54110-323	Other Expenditures	\$10,000.00
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Sponsor:



County Commissioner

Approval:

County Mayor

Attest:

County Clerk

Budget Committee Vote:

Ayes: 7 Nays: 0 Abstain: 1

Cumberland County, Tennessee

General Fund

To the Cumberland County Commission meeting in regular session this 15th day of November, 2021:

Whereas, the Art Circle Public Library applied for and received a ARPA (Federal through State) grant in the amount of \$25,661.00 from the Tennessee State Library & Archives for print & electronic materials and computers, and

Whereas, this is a 80% state/federally funded grant, requiring 20% matching local funds which have already been allocated in the library's budget.

Therefore, be it resolved that the following budget amendment be adopted by the Cumberland County Commission for the estimated revenues and expenditures:

American Rescue Plan Act (ARPA)

Art Circle Public Library

Increase Revenue:

101-47402	American Rescue Plan Act Grant	\$25,661.00
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Increase Expenditures:

101-58832-432	Library Books/Media	\$ 16,000.00
101-58832-709	Data Processing Equipment	<u>\$ 9,661.00</u>
Total		\$ 25,661.00

Sponsor:


County Commissioner

Approval:

County Mayor

Attest:

County Clerk

Budget Committee Vote:

Ayes: 8 Nays: 0 Abstain: 0

**Cumberland County, Tennessee
General Fund**

To the Cumberland County Commission meeting in regular session this 15th day of November, 2021:

Whereas, the Sheriff's Department jail operations experienced equipment failure with a food steamer, and

Whereas, replacement of this equipment was not in the Sheriff's capital expenditure plan, and

Whereas, the Budget Committee has reviewed the matter and favorably recommended funding for replacement of this equipment.

Therefore, be it resolved that the following budget amendment be adopted by the Cumberland County Commission:

**General Fund
Jail**


Decrease:

101-39000	Unassigned Fund Balance	\$34,400.00
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Increase Expenditures:

101-54210-710	Food Service Equipment	\$34,400.00
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Sponsor:



County Commissioner

Approval:

County Mayor

Attest:

County Clerk

Budget Committee Vote:

Ayes: 7 Nays: 0 Abstain: 1

**Cumberland County, Tennessee
General Fund**

To the Cumberland County Commission meeting in regular session this 15th day of November, 2021:

Whereas, the county's aged central fuel system is experiencing frequent downtimes and costly repairs, and

Whereas, a new fuel system has been proposed to the county through a Sourcewell Purchasing Cooperative contract, and

Whereas, the Budget Committee has reviewed the matter and favorably recommended funding for replacement of the fuel dispensing equipment.

Therefore, be it resolved that the following budget amendment be adopted by the Cumberland County Commission:

**General Fund
County Commission**

Decrease:

101-39000	Unassigned Fund Balance	\$35,000.00
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Increase Expenditures:

101-51100-729	Transportation Equipment	\$35,000.00
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Sponsor:

Terry Lowe BNB
County Commissioner

Approval:

County Mayor

Attest:

County Clerk

Budget Committee Vote:

Ayes:___ Nays:___ Abstain:___

RESOLUTION NO. 11-2021-15

TO ADOPT A REDISTRICTING PLAN
FOR CUMBERLAND COUNTY

WHEREAS, *Tennessee Code Annotated*, Section 5-1-111, requires that, at least every ten (10) years, county legislative bodies shall meet and change the boundaries of county legislative districts or redistrict a county entirely if necessary to apportion the county legislative body so that the members represent substantially equal populations; and

WHEREAS, consistent with the provisions of *Tennessee Code Annotated*, Section 5-1-111, Cumberland County has prepared a redistricting plan which provides for a county legislative body composed of 18 members and which creates 9 districts as depicted on the official redistricting map for Cumberland County prepared pursuant to *Tennessee Code Annotated*, Section 5-1-110.

NOW, THEREFORE, BE IT RESOLVED by the Cumberland County Legislative Body meeting in regular session in Crossville, Tennessee, on this 15th day of November, 2021, that:

SECTION 1. There is hereby adopted a redistricting plan for Cumberland County which provides for 2 commissioner(s) in each of the 9 districts for a total county legislative body of 18 members. The districts for members of the county legislative body are depicted on the official redistricting map for Cumberland County prepared pursuant to *Tennessee Code Annotated*, Section 5-1-110. A copy of the official redistricting map is attached as Exhibit A to this resolution and is incorporated herein by reference.

SECTION 2. All members of the county legislative body shall be elected at large within the district wherein the candidate seeks election. The candidates receiving the greatest number of votes in each district shall be elected;

SECTION 3. This plan shall take effect upon passage, the public welfare requiring it, provided that vacancies shall be filled in accordance with *Tennessee Code Annotated*, Section 5-1-104.

ADOPTED this ____ day of _____, 2021.

SPONSOR:

Chad Norris By: B. W. [Signature]
Commissioner

APPROVED:

ATTEST:

County Mayor

County Clerk

SOUTH CUMBERLAND UTILITY DISTRICT

COPY

Commissioners:
Mike Stone, Vice President
Dr. James Barnawell, Secretary

General Manager: Jack Davis

October 4, 2021

Honorable Allen Foster
Cumberland County Mayor
2 North Main Street
Crossville, TN 38555

Re: Appointment of Commissioner for South Cumberland Utility District

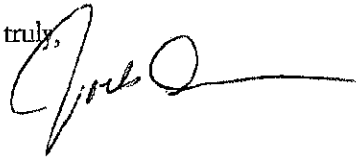
Dear Mayor Foster:

In accordance T.C.A. § 7-82-307(a), I have enclosed a Certification of the Board of Commissioners of South Cumberland Utility District certifying a list of nominees in order of preference to fill a vacancy on the Board of Commissioners.

For your convenience, I have enclosed a form for an Order which you may sign to make this appointment of _____ as Commissioner.

If you have any questions, please let me know. Thank you for your assistance in this matter.

Yours very truly,



Jack Davis
General Manager

Enclosures

139 Utility Dr., Crossville, TN 38572
Phone: 931-788-2612 FAX: 931-788-2596

BEFORE THE COUNTY MAYOR OF CUMBERLAND COUNTY, TENNESSEE

In re:)
)
SOUTH CUMBERLAND UTILITY DISTRICT OF)
CUMBERLAND COUNTY, TENNESSEE)

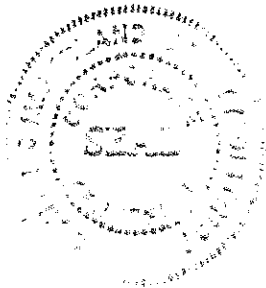
CERTIFICATION OF NOMINEES FOR APPOINTMENT
OF UTILITY DISTRICT COMMISSIONER

The undersigned Commissioners of South Cumberland Utility District of Cumberland County, Tennessee, do hereby certify that a vacancy exists on the District's Board of Commissioners due to the death of Jesse W. Brown. Pursuant to T.C.A. § 7-82-307(a), the Board of Commissioners hereby certifies the nomination of the following qualified individuals for appointment to fill this vacancy with the nominees being listed in order of preference:


1. Joe Salvato
2. Jerry Kerley
3. Ross Wyatt

Wherefore, the District petitions the County Mayor to make an appointment from such nominees to fill the said vacancy within 21 days from and after the date of the filing of this certification with the County Mayor which appointee's term will begin upon appointment and will end November 30, 2024.

This 29th day of September, 2021.




Commissioner Michael Stone


Commissioner Dr. James Barnawell

BEFORE THE COUNTY MAYOR OF CUMBERLAND COUNTY, TENNESSEE

In re:)
)
SOUTH CUMBERLAND UTILITY DISTRICT)
OF CUMBERLAND COUNTY, TENNESSEE)

ORDER APPOINTING COMMISSIONER

Upon certification by the Board of Commissioners of South Cumberland Utility District of Cumberland County, Tennessee, certifying an upcoming vacancy on said Board of Commissioners upon the death of Commissioner Jesse W. Brown, and certifying a list of three names nominated for appointment to fill such vacancy in accordance with T.C.A. § 7-82-307(a);

It Is Therefore Ordered, Adjudged and Decreed, that the nominee Joe Salvato is hereby appointed to the Board of Commissioners of South Cumberland Utility District of Cumberland County, Tennessee, to serve the remainder of a four year terming beginning October 8, 2021, and ending November 30, 2024.

Entered this the 8th day of October, 2021.

Allen Foster
ALLEN FOSTER, COUNTY MAYOR
CUMBERLAND COUNTY, TENNESSEE

**OATH OF OFFICE FOR THE
SOUTH CUMBERLAND UTILITY DISTRICT
UTILITY DISTRICT COMMISSIONERS**

Having been duly selected as a member of the Board of Commissioners of the South Cumberland Utility District and in compliance with Article 10, Section 1 of the Constitution of the State of Tennessee, and Tennessee Code Annotated, Section 8-18-107, I do solemnly swear that I will support the Constitution of Tennessee and of the United States, and that I will perform with fidelity the duties of office to which I have been selected and which I am about to assume.


Joe Salvato

10/8/2021
Date

Sworn to and subscribed before me, this the

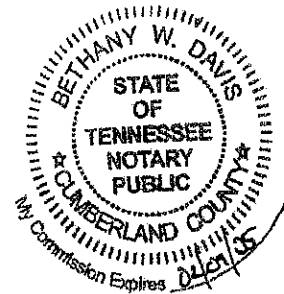
8th

day of

October, 2021


Notary Public

My commission expires: 02/09/25



MINUTES

Budget Committee
Of
Cumberland County, Tennessee

Meeting Held
At the
Courthouse Small Courtroom

October 5, 2001

Members Present:

Terry Lowe
Kyle Davis
Deborah Holbrook
Darrell Threet
Mark Baldwin
Colleen Mall
David Gibson

Members Absent:

Chad Norris

CALL TO ORDER

Chairman Lowe called the meeting to order at 4:30 P.M. and the following business was conducted.

APPROVAL OF MINUTES

Commissioner Sherrill made a motion to approve the June 8, 2021, July 13, 2021 and August 10, 2021 minutes as presented. Commissioner Mall seconded the motion and it carried by voice vote.

BUDGET AMENDMENTS & OTHER FINANCIAL MATTERS

The following resolutions were presented to the committee for consideration:

Resolution 10-2021-2
General Purpose School Fund
Amount: \$27,076.00
Motioner: Mall
Secunder: Sherrill
Motion carried by voice vote.
Vote count 8Y-0N-0A

Resolution 10-2021-7

General Fund
Emergency Medical Services
Amount: \$272,360.00
Motioner: Gibson
Second: Threet
Motion carried by voice vote.
Vote count 8Y-0N-0A

Resolution 10-2021-3

General Fund
Library
Amount \$2,192.00
Motioner: Sherrill
Second: Holbrook
Motion carried by voice vote.
Vote count 8Y-0N-0A.

Resolution 10-2021-5

General Fund/Sanitation Fund
General Fund Amount \$1,800.00
Sanitation Fund Amount \$30,229.00
Motioner: Mall
Second: Holbrook
Motion carried by voice vote.
Vote count 8Y-0N-0A.

Resolution 10-2021-6

General Fund
Sheriff
Amount \$61,777.00
Motioner: Sherrill
Second: Mall
Motion carried by voice vote.
Vote count 7Y-0N-1A.
Commissioner Gibson abstained.

Resolution 10-2021-4

General Fund
Property Assessor
Amount: \$11,239.00
Motioner: Gibson
Second: Baldwin
Motion carried by voice vote.
Vote count 8Y-0N-0A

The following line-item budget amendments were presented for consideration:

General Fund
Amount: \$2,700.00
Motioner: Davis
Second: Gibson
Motion carried by voice vote.
Vote count 8Y-0N-0A.

General Fund
Amount: \$2,700.00
Motions: Davis
Second: Gibson
Motion carried by voice vote.
Vote count 8Y-0N-0A.

General Fund
Amount: \$1,750.00
Motions: Sherrill
Second: Holbrook
Motion carried by voice vote.
Vote count 8Y-0N-0A.

REPORT ON ARPA FUNDS

Finance Director Nathan Brock reported to the committee that Cumberland County has received the first round of the ARPA funding. Mr. Brock also advised the committee of eligible expenses, ineligible expenses and period of performance.

COUNTY FUEL SYSTEM

The Finance Director Nathan Brock reported that the County's aging fuel system was experiencing frequent downtimes and costly repairs. He added that repair parts were getting more difficult to find.

After review and discussion, Commissioner Sherrill made a motion for the County Mayor and Finance Director to evaluate and review options available to remedy the fuel dispensing issue to include replacement of the existing system, full implementation of a fuel card system or partnership with a fuel distributor to for capital investment amortization relationship. Commissioner Holbrook seconded the motion and it carried by voice vote.

FINANCIAL REPORTS

The Finance Director presented the committee with data on Local Option Sales Tax, EMS Collections, Prisoner Boarding & Hotel Motel Tax. Members of the Committee also received an update on fuel usage.

OTHER BUSINESS

There was no other business to discuss.

ADJOURNMENT

With no further business to discuss, Commissioner Kyle Davis made a motion to adjourn. Commissioner Sherrill seconded the motion and it carried by voice vote. The meeting adjourned at 5:40 P.M.



Building & Grounds Committee Meeting
October 13, 2021-Cumberland County Courthouse

Members Present:

Nancy Hyder
Joe Sherrill
Darrell Threet
Colleen Mall

Other Comm. Present:

Mayor-Allen Foster
Sue York
Rebecca Stone

Others Present:

Heather Mullinix-news
Adam Sebia
Philip Burnett-attorney
Charles Wilson
Conrad Welch
Luann Patterson
Carolyn Jazavak

1. **Call to Order** --A quorum was not present. The meeting was decided to be a discussion of agenda items. The meeting was rescheduled for Monday, October 25, 2021 at 4:30 pm.
2. **Approval of Minutes** --No approval of Minutes.
3. **DCI-Milo Lemert Building-** Luann Patterson presented the idea of a quilt trail in Cumberland County for downtown Crossville. The Quilt Trail committee is seeking approval to hang 4x4 images on outdoor plywood on the Palace Theatre inside alcove of the Palace Theatre along with the outside wall sitting back from the front of the building. There is one on Snodgrass already. If possible there would be a description of each on the and what it represents for the county to add the downtown walking tour. Dave French is the painter.

Per Commissioner Joe Sherrill, if approved will we run into any discrimination issues if someone wants to hang something else to interpret their cause. Per Attorney Philip Burnett it is a possibility. He would like to look into this further.

Commissioner Rebecca Stone stated that all seemed very neutral.

Luann Paterson stated that Putnam and Whited counties already have quilt trails and it was a pleasure to tour the county and locate each.

Commissioner Joe Sherrill asked if any county owned buildings had any attached at this time. Luann was not for sure.

Commissioner Nancy Hyder asked how they would be mounted. Per Luann Patterson-by two anchors placed in the mortar. The paintings are not very heavy.

This item has been tabled for the next official meeting.

4. **Woody Convenience Center-** Per the start evaluating property for the 127 North expansion, the original plan was to NOT take the Woody Convenience Center, but the county was contacted recently and was told it is necessary to take the property. The state is offering \$50,000 for the property. The county is in the process of working a deal. One they agree to the sale.

The Convenience Center serves around 250 customers daily. The budget for land and improvements is around \$60,000.

Conrad Welch is in the process of looking for land on 127 North to purchase for the new convenience center. He has located several properties and is waiting to hear back from owners. So far he has located some options:

- Per map distributed before meeting lot #19.04 can be purchased for \$100,00. (Conrad feels this would be the best location with getting price reduced or purchasing and possibly selling the excess)
- Lot 70.00 and 71.00 is waiting to hear back from owners.

The budget for land and improvements is around \$60,000 and must be approved by the county commission. Per Mayor Allen Foster the county needs to narrow down land for purchase and bring back to meeting for vote to purchase.

5. **Military Museum leases-** Per Mayor Foster the downstairs location can stay flexible to renew the lease. The county can do an auto renew lease. The location across the street is a defunct lease and outdated. The new lease needs to be auto-renewed. The Military Museum is applying for grants and per the grant the lease must be longer than five years. Per county attorney Burnett the Military Museum must obtain their own insurance due to items on loan they cannot put a price on.

Per Commissioner Mall why is the 2054 lease being renewed? Per attorney Burnett the Military Museum wants a new lease also.

6. **Homestead Tower lease agreement-** The Tower Association would like to table this until they have a meeting to discuss since having the Apple Festival.

7. **Old Business-**

Archives Building-when will all be moved over to new location?

Per Commissioner Stone it would not be a good idea to move only half due to employees having to be back and forth between locations.

Per Mayor Foster the construction of the vault will be the most basic with concrete walls/re-enforced with rebar. The roof will be slightly sloped for drainage.

Commissioner Sherrill asked what would be done with the old building once moved out of. Per the committee it would need to be discussed and voted on.

Election Commission Parking Lots- Commissioner Hyder asked about paving for the parking lots. Adam Sebia had bids for the parking lot and feels the bids are very reasonable. Commissioner Mall and Commissioner Hyder asked if the paving for the election commission area could be done before April for early voting. Per Mayor Foster the committee would need to be move quickly to add to the County Commissioner agenda.

8. **New Business – None**

9. **Adjournment** – There was no official adjournment. The discussion ended at 5:08 pm.

Approved by Chairman: _____

Date: _____



Building & Grounds Committee Meeting

October 25, 2021-Cumberland County Courthouse

Members Present:

Nancy Hyder
Charles Seiber
Darrell Threet
Colleen Mall
Jack Davis

Other Comm. Present:

Mayor-Allen Foster
Sue York
Rebecca Stone
Deborah Holbrook

Others Present:

Conrad Welch
Adam Sebia
Mike Moser-news
Charles Wilson

1. **Call to Order** –The meeting was called to order at 4:30 pm by Commissioner Jack Davis. A quorum was present.
2. **Approval of Minutes** – A Motion was made by Commissioner Nancy Hyder to approve the Minutes from the last unofficial meeting and seconded by Commissioner Charles Seiber. The motion Passed and the Minutes were approved.
3. **DCI-Milo Lemert Building-** Per Attorney Phillip Burnett there should not be any issues with allowing the Quilt Trail to post images on buildings within the county.
4. **Woody Convenience Center-** Conrad Welch stated per the map passed out there are several plots of land in the 127 North area that are for sale ranging from \$22,500 to \$100,000. He is having an issue finding a surveyor that is available on short notice to survey property. Commissioner Charles Seiber stated he liked the Houston Road property and it was the cheapest for one acre at \$22,500. The property has the option of two openings for a possible drive thru. There are two other acres here also. Conrad is checking with owner for availability on other acreage.

Commissioner Seiber made a Motion to allow Mayor Foster to negotiate a price for the property and Commissioner Darrell Threet seconded the Motion. All approved and the Motion carried.

5. **Military Museum leases-** Per Attorney Philip Burnett the leases are good. Commissioner Threet made a Motion to accept the lease and Commissioner Nancy Hyder seconded the Motion. All approved and the Motion carried.
6. **Homestead Tower lease agreement-** The Tower Association was not present.
7. **Old Business-** None
8. **New Business –** None
9. **Adjournment –** A Motion was made by Commissioner Darrell Threet and seconded by Commissioner Charles Seiber to adjourn the meeting. The Motion passed and the Meeting was adjourned at 4:38 PM.

Approved by Chairman: _____

Date: _____